

June 18, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4555

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. 07-411-RP**  
AUTOMATED EXTERNAL DEFIBRILLATORS

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a one (1) year period from July 1, 2007 through June 30, 2008. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

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#### Vendor A

Physio-Control, Inc.  
PO Box 97023  
Redmond, WA 98073-9723  
Jim Springer  
800-442-1142  
800-732-0946 fax  
[jim.springer@medtronic.com](mailto:jim.springer@medtronic.com)

#### Vendor B

Southeastern Medical Equipment  
PO Box 1196  
Wake Forest, NC 27588  
Steve Grunewald or Carla Baker  
800-334-6656  
888-556-1048 fax  
[smg@atlanticbb.net](mailto:smg@atlanticbb.net)  
[Carla@seequip.com](mailto:Carla@seequip.com)

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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As required by ordering agencies.

### **6. PRICING:**

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Prices will remain firm for the term of the contract year.  
Pricing Grid is attached as Appendix A.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the optional years, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

### **8. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **9. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **10. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **11. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **12. REQUIREMENTS:**

- a) I Unit must be approved for use by the U.S. Food and Drug Administration.
- b) Unit must be semi-automatic with NO manual over-ride capability.
- c) Must be Bi-Phasic technology, with pediatric capabilities.
- d) Unit shock sequence and joule settings must be user configurable, up to 360 joules.

- e) Unit must be able to connect to disposable, self-adhesive defibrillation pads with pre-attached integrated cable.
- f) Unit must have a download data-recording device capable of recording up to 30 minutes of EKG data.
- g) Data recorder may be either removable PC card or direct connect to a PC with cable or IrDa device.
- h) Manufacturer must provide at no charge, data management software and necessary hardware to the Office of Emergency Medical Services (OEMS) necessary to integrate data into existing prehospital data management system. One complete set of data management software and hardware shall be provided at no charge for every thirty (30) Automatic External Defibrillators purchased.
- i) Manufacturer must provide, at no charge, one (1) trainer model for every fifty (50) Automatic External Defibrillators purchased.
- j) Unit must have the ability to self-test internal circuitry, waveform delivery system and verify calibration of key circuitry and battery condition at least once per day.
- k) Manufacturer shall provide a minimum of 5-year unconditional warranty on the unit. Service will be provided onsite by manufacturer certified technician or manufacturer will provide replacement unit.
- l) Unit battery shall be able to operate the unit for a period of up to 5 years or 300 defibrillations.
- m) Unit shall be shipped fully stocked with 3 sets of adult defibrillation pads and 1 set of pediatric defibrillation pads.
- n) Unit shall come equipped with a carrying case.
- o) Manufacturer must provide full training by an experienced person on unit(s) to the satisfaction of using agency or other entity at no cost to the State. This will include, but not be limited to: training videos, training cards and user booklets.

**13. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**14. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**15. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**16. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.